

AGREEMENT

This **Agreement** is made and executed at Pune on this day of 20.....

BETWEEN

M/s. MAS CREATIONS,

A partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its registered office at; Plot No 84, Sector No 18, PCNTDA, Mahatma Phule Nagar, Chinchwad, pune -411019.(PAN AAPFM1367H),

Through its Partners and Authorised Signatory,

1. Mr. Minesh Navinchandra Doshi.

Age about;54years, Occupation; Business,

2. Mr. Sumerchand Tilakchand Agarwal.

Age about; 54 years, Occupation; Business,

3. Mr. Ashok Premchand Bansal.

Age about; 53 years, Occupation; Business,

Hereinafter referred to or called as **“THE DEVELOPERS”**, (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners

constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives)

... PARTY OF THE FIRST PART;

AND

1. Mr./Mrs./Miss. (PAN) (ADHAR.....)

Age about; years, Occupation;,

2. Mr./Mrs./Miss. (PAN) (ADHAR.....)

Age about; years, Occupation;,

Both residing at; Pin

Hereinafter collectively referred to as **“THE PURCHASER”** (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being)

... PARTY OF THE SECOND PART;

AND

Vastu Udyog Co-Operative Housing Society Ltd., No. 10

A co-operative Housing Society duly formed and registered under the Maharashtra Co-Operative Societies Act, 1960 having its address Sr. No 144, Pimpri Waghere, Pimpri, Pune - 411018.

Through their constituted Power of Attorney Holder,

M/s. MAS CREATIONS,

A partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its registered office at; Plot No 84, Sector No 18, PCNTDA, Mahatma Phule Nagar, Chinchwad, pune -411019 .(PAN AAPFM1367H),

Though it's Partners and Authorized Signatory,

1. Mr. Minesh Navinchandra Doshi.

Age about; 54years, Occupation; Business,

2. Mr. Sumerchand Tilakchand Agarwal.

Age about; 54 years, Occupation; Business,

3. Mr. Ashok Premchand Bansal.

Age about; 53 years, Occupation; Business,

Hereinafter referred to or called as **"THE OWNERS-CONFIRMING PARTY"**, (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators)

... PARTY OF THE THIRD PART;

WHEREAS;

A. All that piece and parcel of land or ground bearing **Plot bearing No. 10** area admeasuring about **11194.00 Sq. feet** equivalent to **1041.30 Sq. Meters** of sanctioned Lay-Out bearing No. LYT/PIMPRI/106/77 dt. 12/10/1977 carved out of Land bearing **Survey No. 144** area admeasuring about **07 Hectors 14 Ares** situate, lying and being at Revenue Village **PIMPRI WAGHERE**, Taluka Haveli District Pune, within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub- Registrar Haveli Pune more particularly described in the **First Schedule** hereunder written and is hereinafter referred to as **"the said Plot/Project Land"**. The said plot stands in the revenue records in the name of the Owners- Confirming Party.

History of devolution of title of the said Land-

A1. WHEREAS, the property mentioned i.e. Survey No. 144 totally admeasuring about 07 Hectors 14 Ares. That the said property originally belongs to Vavdekar and Madedkar family as their ancestral property having ½ share each their family members name also appeared in owners column of the 7/12 extract of the said property.

A2. WHEREAS, Tukaram Dagdu Masulkar was protected Tenant as per Sec. 3 (A) (1) of Bombay Tenancy Agricultural Act, hence his name also recorded to the 7/12 extract of the said property by mutation entry No. 1176 in other rights column. 3

A3. WHEREAS, the said Tenant Tukaram Dagdu Masulkar purchased the said property as per the provisions Sec. 32 (G) of the Bombay Tenancy and Agricultural Act. As per the Certificate of purchase granted under Sec. 32 (M) of Bombay Tenancy and Agricultural Act & order of Mamlatdar, Haveli bearing No. ALT/71/72/62 dt. 24/11/1962 the name of Tukaram Dagdu Masulkar recorded to the 7/12 extract of the said property by mutation entry No. 1922 in the owners column, also the remark of new tenure sect. 43 of Bombay Tenancy and Agricultural Act recorded to the 7/12 extract in other rights column.

A4. WHEREAS, the said property was demarcated in to several plots and road hence the use of the said Land converted to the Non- Agricultural hence the remark of new tenure sect. 43 of Bombay Tenancy and Agricultural Act recorded to the 7/12 extract in other rights column is deleted as per the mutation entry No. 3284. Pimpri Chinchwad Municipal Corporation have sanctioned the said Lay-out vide sanction letter bearing No. BP-LYT/Pimpri/106/77 dt. 12/10/1977.

A5. WHEREAS, the wife of Tukaram Dagdu Masulkar i.e. Reubai Tukaram Masulkar died on 18/05/1973, by executing a will dt 10/10/1972 and as per her will name of Moreshwar Shankar Masulkar, Kaluram Shankar Masulkar, Dattatray Shankar Masulkar, Ashok Shankar Masulkar, Prakash Shankar Masulkar through their natural guardian Shankar Tukaram Masulkar recorded to the 7/12 extract of the said Land as per mutation entry No. 3253.

A6. WHEREAS, as per the application of Shankar Tukaram Masulkar name of his wife Chhabubai Shankar Masulkar recorded to the 7/12 extract of the said Land as per mutation entry No. 3315.

A7. WHEREAS, Vastu Udyog Co-Operative Housing Society No. 10 have purchased the said plot more particularly described in the **schedule B** herein under from the original owners Shankarrao Tukaram Masulkar, Chhabutai Shankarrao Masulkar, Moreshwar Shankarrao Masulkar, Kaluram Shankar Masulkar, Dattatray Shankar Masulkar, Ashok Shankar Masulkar, Prakash Shankar Masulkar through their constituted Power of Attorney Holder Narshinh Namdeo Shinde by virtue of the Sale Deed executed between them same is registered in the office of Sub-Registrar Haveli No. 1 at registration serial No. 4308/1982 dt. 10/09/1982 for the consideration amount of Rs. 13, 600/- (In words Rupees Thirteen Thousand Six Hundred Only) by virtue of the said Sale Deed the name Vastu Udyog Co-Operative Housing Society No. 10 recorded to the 7/12 extract of the Land as per mutation entry No. 7111.

A8. WHEREAS, the said Society is duly registered under the provisions of Maharashtra Co-Operative Societies Act, 1960 bearing registration No. PNA/HSG/1275/79 Pune dt. 28/02/1979. Also the said Society has constructed tenements on the said Land as per the commencement Certificate issued by Pimpri Chinchwad Municipal Corporation bearing No. BP/ Pimpri / Layout / 106 / 1977 dt. 12/10/1977 and after completion of construction as per sanctioned plans the Pimpri Chinchwad municipal corporation has issued Occupancy certificate bearing No. 1421 dt. 25/02/1982. The said Society comprises of Total 16 numbers of Tenements.

A9. By virtue of the said Sale Deed Vastu Udyog Co-Operative Housing Society No. 10 becomes owner of the said property with all right, title and interest to deal with the said Land mentioned in schedule herein under called as project Land.

A10. WHEREAS, as per their Special General Body Meeting held on 30/01/2014 the said Society and all 16 members unanimously decided to entrust the said project Land for Re-development to M/s. Mas Creations and duly followed the guideline for the Redevelopment laid down by the Maharashtra Government for redevelopment of the Society. The said Society entrusted the said project Land for redevelopment to M/s. MAS Creations by executing Development Agreement and Irrevocable Power of Attorney upon the terms and conditions more particularly mentioned in the said Agreement, same is registered in the Office of Sub-Registrar Haveli No. 24 at serial No. 6920/2014 & 6921/2014 respectively on 21/08/2014.

A11. WHEREAS, it is agreed in aforesaid Development Agreement that the Re-development work will be done in the name of Vastu Udyog Co-Operative Housing Society Ltd No-10 only, and said registered society will remain in existence. And after completion of Re-development work the newly constructed building will be handed over to the society. Further it is agreed in said Development Agreement that all new members will be added to the said Co-Op Society on payment of entrance fees of Rs.20000/- and Rs 30000/- respectively for new members of Flat and Shops.

A12. WHEREAS, the developers M/s. MAS Creations have paid Rs. 5,72,976/- by way of the premium charges in Govt Treasury as per GR No – NaJaK 2018/Pra. Kra. 51/NaJaKDha 1 dated: 1st August 2019. And obtained an order from Competent Authority (ULC Pune) bearing No. ULC/KA-3/K-20/SR/32/201 dt. 11/01/2021, accordingly the ULC Authority have granted their NOC for the to re-develop the said project Land.

A13. By virtue of the Development Agreement and Irrevocable Power of Attorney granted by the Society in favour of the Developers M/s. MAS Creations, have right and authority to submit and got approved the building construction plan, specifications, sections, elevations of the said building from the Pimpri Chinchwad Municipal Corporation on the said property, accordingly to commence and complete the construction as per the approved/sanctioned plan by constructing thereon multistoried building consisting residential/commercial units also has exclusive right to sell, lease, mortgage, etc. the said tenements therein and allot exclusive right to car parking, terraces, reserved/restricted area, garden area, space for advertisements on the terrace/s, etc. comes to their share in the building/s, which is under construction or to be constructed on the said land by the Developers and to enter into agreements with the Allottees/Purchaser/s, Mortgages, lessees, Allottee etc. and to receive sale price and deposit and other charges in respect thereof.

A14. The Developers is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove; the Developers herein declare that the title of the said project Land/ground is clean, clear and marketable there is no any covenants adverse to the title or any impediment or charges or any part of the said premises is not occupied by any tenant or illegal encroachment, as per knowledge & belief of Developers and Title Certificate issued by their Advocate, further the Developers is in possession of the project land.

B. Accordingly, the Developers have submitted the building plan of the building/s to be constructed to the Pimpri Chinchwad Municipal Corporation for sanction. In accordance with the plans

sanctioned by the Pimpri Chinchwad Municipal Corporation, the Developers have proposed to construct on the project land building scheme namely "**Vastu Udyog Co-Operative Housing Society Ltd. No -10**" having One building i.e. consisting Basement + Ground to Sixth sanctioned floors and Seventh and Eight proposed floors (post loading TDR).

C. The Developers herein have obtained an approval of Plans and permission for construction on the project land by commencement certificate from Pimpri Chinchwad Municipal Corporation vide their approval CC No. BP/Pimpri/12/2021 dt. 31/03/2021 The Collector Pune have issued Non-Agriculture order in respect of the said project Land vide order No. NA/SR/IV/II/91/72 dt. 19/10/1972 same is attached herewith.

D. AND WHEREAS the Allottees/Purchasers are offered a Shop/**Apartment/Flat No..... (...BHK) carpet area admeasuring Sq. Ft. i.e. Sq. Mtrs, Encl. / Open Balcony admeasuring Sq. Ft. i.e. Sq. Mtrs and adjoining same level Terrace admeasuring Sq. Ft. i.e. Sq. Mtrs, '...' Building on floor**, as shown in the Floor Plan thereof hereto annexed in the project namely "**.....**". (Herein after referred to as the said "Building") being constructed by the Developers.

E. AND WHEREAS the Developers have entered into a standard Agreement with an Architect registered with the Council of Architect i. e. **Sandeep S. Dange**, and **Ganesh Deshmukh** as its Structural Engineer for the preparation of the drawings and structural design of the said buildings;

F. AND WHEREAS the Developers has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, Maharashtra No. **P.....**; authenticated Copy is attached hereto.

G. AND WHEREAS the Developers, as stated herein above has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developers accept the professional supervision of the Architect and structural Engineer till the completion of the building/buildings.

H. AND WHEREAS the recitals mentioned herein above the Developers has sole and exclusive right to sell the Apartments/flats/shops etc. in the said building/s to be constructed by the Developers on the project land and to enter into Agreement/s with the Allottee (s)/s/Purchaser/s of the Apartments/Flats to receive the sale consideration in respect thereof;

I. AND WHEREAS on demand from the Allottee/s/Purchaser/s, the Developers has given inspection to the Allottee/Purchaser of all the documents of title relating to the project land and plan, design and specifications prepared by the Developers Architects **Sandeep S. Dange** and of such other documents as are specified under the Real Estate (Regulation AND Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder,

J. AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at law or Advocate of the Developers, authenticated copies of Property card or extract of Village Forms 7/12 or any other relevant revenue record showing the nature of the title of the Developers to the project land on which the Apartment/flat are constructed or are to be constructed have been annexed hereto.

K. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the Pimpri Chinchwad Municipal Corporation have been annexed hereto.

L. AND WHEREAS the authenticated copies of the plans and specifications of the Apartment/flat agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the Pimpri Chinchwad Municipal Corporation have been annexed hereto.

M. AND WHEREAS the Developers has got some of the approvals from Pimpri Chinchwad Municipal Authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities' time to time, so as to obtain Building Completion Certificate of the said Building.

N. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by Pimpri Chinchwad Municipal Corporation. Accordingly, the Developers has commenced construction of the said building/s in accordance with the said proposed plans.

O. AND WHEREAS the Allottee/Purchaser has applied to the Developers for allotment/purchase of Shop /Apartment/Flat No..... (..BHK) carpet area admeasuring Sq. Ft. i.e. Sq. Mtrs, Encl./Open Balcony admeasuring Sq. Ft. i.e. Sq. Mtrs and adjoining same level Terrace admeasuring Sq. Ft. i.e. Sq. Mtrs, '...' Building on floor, as shown in the Floor Plan thereof hereto annexed in the project namely ***"Vastu Udyog Co-Operative Housing Society Ltd No-10"***.

P. AND WHEREAS the carpet area of the said Shop / Apartment/Flat is Sq. Mtrs and **"Carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Allottee/purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment/flat for exclusive use of the Allottee/purchaser, but includes the area covered by the internal partition walls of the apartment/flat, the Allottee herein aware of and accepted the variation approximately three percent in carpet area.

Q. AND WHEREAS the parties relying on the confirmation representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

R. AND WHEREAS, prior to the execution of these presents the Allottee's/Purchaser has paid to the Developers a sum of **Rs...../- (Rupees Lac ... Thousand Hundred Only)** only same is more particularly mentioned in payment 7

schedule, being part-payment of the Sale consideration of the Apartment/flat agreed to be sold by the Developers to the Allottee/Purchaser as advance payment or Application Fees (the payment and receipt whereof the Developers both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Developers the balance of the Sale consideration in the manner hereinafter appearing.

Payment Schedule of Advance Received-

Sr.No	Date	Cheque/RTGS	Bank	Amount Recd.
Total Rs.				

S. AND WHEREAS under section 13 of the said Act the Developers is required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also register said Agreement under the Registration Act, 1908.

T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developers hereby agrees to sell and the Allottee hereby agrees to purchase the Shop/ **Apartment/Flat No..... (...BHK) carpet area admeasuring Sq. Ft. i.e. Sq. Mtrs, Encl. /Open Balcony admeasuring Sq. Ft. i.e. Sq. Mtrs and adjoining same level Terrace admeasuring Sq. Ft. i.e. Sq. Mtrs, '...' Building on Floor**, as shown in the Floor Plan thereof hereto annexed in the project namely **"Vastu Udyog Co-Operative Society Ltd No -10"**.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Developers shall construct one building i.e. consisting Basement + Ground + First to Sixth sanctioned floors in accordance with the plans, designs and specifications as approved and after loading TDR three proposed floors on the project land will be added in accordance with the plans, designs and specifications to be approved by the concerned local authority from time to time.

Provided that the Developers shall have to obtain prior consent in writing of the Allottee's only in respect of variations or modifications which may adversely affect the Apartment/Flat of the Allottee's/Flat except any alteration or addition required by any Government Authorities or due to change in law.

1. (a) The Allottee /Purchaser hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Allottee's /Purchaser Shop /**Apartment/Flat No..... (...BHK) carpet area admeasuring Sq. Ft. i.e. Sq. Mtrs, Encl. /Open Balcony admeasuring Sq. Ft. i.e. Sq. Mtrs and adjoining same level Terrace admeasuring Sq. Ft. i.e. Sq. Mtrs, '...' Building on floor**, as shown in the Floor Plan thereof hereto annexed in the project namely **"....."** (hereinafter referred to as "the Apartment/Flat") as shown in the Floor Plan thereof hereto annexed and marked as Annexure 'D' for the consideration of **Rs./- (in words Rupees Lac Thousand Hundred Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature extent and description of the common areas and facilities which are more particularly described in the second schedule annexed hereto. (The price of the Apartment including the proportionate price of the common areas and facilities).

1. (b) The Allottee/Purchaser has paid on or before execution of this agreement a sum of **Rs./- (Rupees Lac Thousand Hundred only)** as advance payment or application fee the balance amount is **Rs./- (Rupees Lac Thousand Hundred Only)** and the Allottee/Purchaser hereby agrees to pay the total consideration amount to the Developers in following manner: -

PAYMENT SCHEDULE	%	Amount
On or before execution of agreement	10.00%	
Within 2 weeks after the execution of Agreement	20.00%	
On completion of the Plinth of the building	15.00%	
On Completion of 1st Slab above the Plinth	05.00%	
On Completion of 2nd Slab above the Plinth	05.00%	
On Completion of 3rd Slab above the Plinth	05.00%	
On Completion of 5th Slab above the Plinth	05.00%	
On Completion of 7th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	05.00%	
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of apper tainanat land	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total 100.00%	100.00%	

1. (c) The total Price above excludes the Stamp Duty and Registration Charges and Taxes as applicable from time to time like Value Added Taxes, Service Tax, GST (The Developer is opting for GST option of levying 5% GST on Sale Value and agreeing for not claiming any Input credit on input purchase to construct the said building) or any other taxes/cess leviable by State/Central Government the above Taxes shall be paid by the Allottee / Purchaser on the basis of Bill/Demand Letter/Notice issued time to time by the Developers, but includes the TDS amount to be paid u/s 194IA of Income Tax Act if any, the Allottees / Purchasers shall furnish the receipt of payment of TDS amount to the Promoter/Developers and thereafter the Promoter/Developers shall deduct the TDS amount from the consideration or shall give credit of the said TDS amount to the Allottee / Purchaser.

1. (d) The Total Price is escalation-free, save and except escalation/increase, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developers undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost or levies imposed by the competent

authorities etc., the Developers shall enclose the said notification/ order/ rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser which shall only be applicable on subsequent payments.

1. (e) The Developers shall confirm the final carpet area that been allotted to the Allottee/Purchaser after the construction of the building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit then the Developers shall refund the excess money paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to the Allottee/Purchaser, the Developers shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed i.e. total consideration divided by carpet area of the flat mentioned in clause 1 (a) of this Agreement.

1. (f) The Allottee/Purchaser authorizes the Developers to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Developers to adjust his payments in any manner.

2.1 The Developers hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment/Flat to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Flat.

2.2. The time is essence for the Developers as well as the Allottee/Purchaser. The Developers shall abide by the time schedule for completing the project and handing over the (Apartment/Flat) to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser's and shall receive the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers as provided in clause 1 (b) herein above. ("Payment Plan").

3. The Developers hereby declares that the floor Space Index available as on date in respect of the project land is **2619.94 square meters** only and Developers has planned to utilize additional Floor Space Index of **3700.00 square meters** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developers has disclosed the total Floor Space Index of **3700.0 square meters** as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Apartment/Flat based on the proposed construction and sale of Apartment/Flat to be carried out by the Developers by utilizing the proposed/total FSI and on the understanding that the declared proposed FSI shall belong to Developers only.

4.1 If Developers fails to abide by the time schedule for completing the project and handing over the (Apartment/Flat) to the Allottee/Purchaser, the Developers agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Act, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Developers MLCR+ 2% p.a. interest as specified in the Rule, on all the delayed payment which becomes due and payable by the Allottee/Purchaser to the Developers under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser (s) to the Developers.

4.2 Without prejudice to the right of Developers to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Developers under this Agreement and his/her proportionate share of taxes levied by central and state government, local body and on the Allottee/Purchaser committing three defaults of payment of instalments, the Developers shall at his option, may terminate this Agreement:

Provided that, Developers shall give notice of 15 (fifteen) days in writing to the Allottee/Purchaser(s), by Registered Post A.D. at the address provided by the Allottee/Purchaser(s) and mail at the e-mail address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such period, Developers shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Developers shall refund to the Allottee/Purchaser (subject to adjustment and recovery of Rs. 75,000/- (In words Rupees Seventy-Five Thousand Only) or 10 % of amount received, whichever is higher agreed liquidated damages or any other amount which may be payable to the Developers) within a period of 30 (thirty) days of the termination, the instalments of total consideration net of taxes of the Apartment/Flat which may till then have paid by the Allottee/Purchaser to the Developers.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more like lifts to be provided by the Developers in the said building and the Apartment/Flat as are set out in **Annexure annexed hereto**.

6. The Developers shall give **possession** of the Apartment/Flat to the Allottee/Purchaser's on or before **31st December 2023** If the Developers fails or neglects to give possession of the Apartment/Flat to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developers shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Apartment/Flat with interest at the same rate as may mentioned in clause 4.1 herein above from the date the Developers received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of Apartment/Flat on the aforesaid date, if completion of building in which the Apartment/Flat is to be situated is delayed on account of-

- (i) war, civil commotion or act of God,
- (ii) any notice, order, rule, notification of the Government and/ or other public or competent authority/court.
- (iii) Pandemic and/or any lockdown situation.

7. Procedure for taking possession-

7.1 The Developers, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee / Purchaser as per the Agreement shall offer in writing the possession of the (Apartment/Flat), to the Allottee / Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notices and the Developers shall give possession of the (Apartment/Flat) to the Allottee / Purchaser. The Developers agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Allottee/Purchaser agrees (s) to pay the maintenance charges as determined by the Developers or Association of Allottee/Purchaser's as the case may be. The Developers on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving occupancy certificate of the Project.

7.2 The Allottee/Purchaser shall take possession of the Apartment/Flat within 15 (fifteen) days of the written notice from the Developers to the Allottee/Purchaser intimating that the said Apartment/Flat are ready for use and occupancy.

7.3 Failure of Allottee/Purchaser to take possession of (Apartment/Flat): Upon receiving a written intimation from the Developers as per clause 7.1, the Allottee/Purchaser shall take possession of the (Apartment/Flat) from the Developers by executing necessary indemnities, undertakings, Bond and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the (Apartment/Flat) to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over possession of said the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee/Purchaser shall use the Apartment/Flat or any part thereof or permit the same to be used only for purpose of residence only in case of residential premises/commercial premises for commercial use and Allottee/Purchaser shall not use the premises for any illegal purpose. He shall use the parking space only for purpose of keeping or parking vehicle. 12

9. The Allottee/Purchaser along with other Allottee/Purchaser(s) of Shop/Apartment/Flats in the building shall join the existing Society known as “Vastu Udyog Co-Operative Society Ltd No-10” by paying an entrance fees of Rs.20000/- and Rs.30000/- respectively for flat/apartment and Shops to the Society.

9.1. The Developers shall, within 3 (three) months of receiving Occupation Certificate, cause to be transferred to the society all the right, title and the interest of the Developers and/or the owners in the said structure of the Building or wing in which the said Apartment/Flat is situated subject to right and interest of unsold flats/apartments in the said project. The Developers shall have absolute right and title over unsold flats/apartments. The Developers shall have right to sell unsold flats without recourse to other Allottees/or their society.

9.2 Within 15 (fifteen) days after notice in writing is given by the Developers to the Allottee/Purchaser that the Apartment/Flat is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and to pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Flat) of outgoing in respect of the project land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, Maintenance of lifts, Fuel for DG, Maintenance for DG, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser share is so determined the Allottee/Purchaser shall pay to the Developers provisional share is so determined the Allottee/Purchaser shall pay to the Developers provisional monthly contribution of lumpsum amount of Rs. 30,000/- for one year towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Developers shall not carry any interest and remain with the Developers until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing, the promoter owner shall remit the balance amount left over after incurring the maintenance expenses as mentioned herein above.

10. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developers, share money, entrance fees, deposit towards water, electricity other utility and connection charges at actual.

11. The Allottee/Purchaser shall pay to the Developers a sum of Rs10000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Developers, the Allottee/Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any documents or instrument of transfer in respect of the structure of the Building/wing of the building. At the time of registration of conveyance or Lease of the project land,

the Allottee/Purchaser shall pay to the Developers, the Allottee/Purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS:

The Developers hereby represents and warrants to the Allottee/Purchaser as follows:

- i.** The owners/confirming party has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- ii.** The Developers has lawful right and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii.** There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- iv.** There are no litigations pending before any Court of Law with respect to the project land or Project except those disclosed in the title report;
- v.** All approvals, licenses and permits issued by the competent authorities with respect to Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi.** The Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- vii.** The Developers has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said (Apartment/Flat) which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement.
- viii.** The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said (Shop/Apartment/Flat) to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix.** At the time of handing over of the structure to the Society the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society;
- x.** The Developers has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoing, whatsoever, payable with respect to the said project to the competent Authority.
- xi.** No notice from the Government or any other local body or authority or any legislative encashment, government ordinance, order notification (including any notice for acquisition or requisition of the said project) has been received or served upon the Developers in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whomsoever hands the Apartment/Flat may come, hereby covenants with the Developers as follows: -

i. To maintain the Apartment/Flat at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rule, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any others structure of the building which the Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and other in which it was delivered by the Developers to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building, not to install any fittings, grills etc on outside facad, in which the Apartment/Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Flat without the prior written permission of the Developers and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the project land and the building in which the Apartment/Flat is situated.

vii. Pay to the Developers within 15 (fifteen) days of demand by the Developers, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Flat is situated.

viii. To bear and pay local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, from the date of it applicable to be paid to the said Authority.

ix. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Flat until all the dues payable by the Allottee/Purchaser to the Developers under this Agreement are fully paid up.

x. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society and the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the building and the Apartment/Flats therein and for the observance and the performance of the Building Rules and Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with terms of this Agreement.

xi. Till an official handover of the structure of the building in which Apartment/Flat is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

15. The Developers shall maintain a separate account in respect of sums received by the Developers from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or association or Company or towards the out goings, legal charges and shall utilize the amount only for the purpose for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Apartment/Flat or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Apartment/Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developers until the said structure of the building is transferred to the Society/Limited Company or the body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

17. DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developers executes this Agreement he shall not mortgage or create a charge on the (Shop/Apartment/Flat) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such (Shop/Apartment/Flat).

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Developers does not create a building obligation on the part of the Developers or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned

Sub-Registrar as and when intimated by the Developers if the Allottee/Purchaser (s) fails to execute and deliver to the Developers this Agreement within 30 (thirty) days from the date of its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sum deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

19. ENTER AGREEMENT This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Apartment/Flat, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /PURCHASER /SUBSEQUENT ALLOTTEE/PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchaser(s) of the (Shop/Apartment/Flat), in case of a transfer, as the said obligations go along with the (Shop/Apartment/Flat) for all intent and purpose.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and at the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment in common with other Allottee/Purchaser(s) in Project, the same shall be in proportion to the carpet area of the (Shop/Apartment/Flat) to the total carpet area of all the (Shop/Apartment/Flat) in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instrument and take such other actions, in additions to the instrument and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Developers through its authorized signatory at the Developers Office, or at some other place, which may be mutually agreed between the Developers and the Allottee/Purchaser, in after the Agreement is duly

executed by the Allottee/Purchaser and the Developers or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at the Office of Sub-Registrar where present agreement is registered.

26. The Allottee/Purchaser and/or Developers shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof.

27. That all notices to be served on the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Developers by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/Purchaser:

1. Mr./Mrs/Miss

2. Mr./Mrs/Miss

Both residing at;

Notified Email ID:

Name of Developers,

M/s. MAS CREAMATIONS.

Office at;

Email id;

It shall be the duty of the Allottee /Purchaser and the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communication and letters posted at the above address shall be deemed to have been received by the Developers or the Allottee /Purchaser, as the case may be.

28. JOINT ALLOTTEE/PURCHASERS:

That in case there are Joint Allottee /Purchaser's all communications shall be sent by the Developers to the Allottee /Purchasers whose name appears first and the address given by him/her which shall for all intents and purpose to consider as properly served on all the Allottee /Purchasers.

29. STAMP DUTY AND REGISTRATION:

The Charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee /Purchaser.

30. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the 'The Maharashtra Real Estate Regulatory Authority' as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW:

That the right and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the PUNE Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respect hands and signed this Agreement for sale at PUNE in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to
(DESCRIPTION OF THE SAID PROJECT LAND)

All that piece and parcel **Plot bearing No. 10** area admeasuring about **11194.00 Sq. feet** equivalent to **1041.30 Sq. Meters** of sanctioned Lay-Out bearing No. LYT/PIMPRI/106/77 dt. 12/10/1977 carved out of **Survey No. 144 area admeasuring about 07 Hectors 14 Ares** situate, lying and being at Revenue Village **PIMPRI WAGHERE**, Taluka Haveli District Pune, within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub- Registrar Haveli Pune same is bounded as-

On or towards East: By Plot No. 9.

On or towards South: By Wicker Sperry Company

On or towards West: By Plot No. 11.

On or towards North: By PCMC Road.

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities

COMMON AREAS AND FACILITIES

Photograph

Signature

Thumb Impression